IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

WEDNESDAY, THE SIXTEENTH DAY OF MARCH
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MS JUSTICE G.ROHINI

WRIT PETITION NO : 5050 of 2005

Between:

M/s. Safety Manpower and Security Services, Rep. by its Proprietor, Mr. Paidi Appanna, D.No. 13-866, Bharat Nagar, Arilova, Visakhapatnam.

..... PETITIONER

AND

1 The Commissioner, Municipal Corporation, Visakhapatnam,.
2 The Principal Secretary, Department of Municipal Administration, Secretariat of A.P., Hyderabad.

.....RESPONDENTS

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue a writ, order or direction more particularly one in the nature of writ of Mandamus, declaring the proceedings Rc.No. 3434/2004/CMOH/Dt. 28-2-2005 issued by the 1st respondent canceling work order Rc.No. 3434/2004/CMOH, dt./ .2.2005 granted in favour of the petitioner as arbitrary, illegal and unjust and consequently direct the respondents to continue the petitioner for the whole term in terms of the work order Rc.No. 3434/2004/CMOH, dt. .2.005 and pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

Counsel for the Petitioner : MR. R.K.SURI

Counsel for the respondent No.1: Mr. N.Ranga Reddy, Standing Counsel

Counsel for the Respondent No.2 : GP FOR MUNCIPAL ADMN. & URBAN DEV.

The Court at the stage of admission made the following :

THE HON'BLE MS. JUSTICE G.ROHINI

WRIT PETITION NO.5050 OF 2005

ORDER :

The petitioner was awarded the contract for supply of Para Medical Staff at the Urban Health Centre, Chinagaddili Health Complex, Arilova, Visakhapatnam vide proceedings of the first respondent Corporation, dated 1-5-1999. Though the period of work was only for one year, the petitioner claims that the same is being renewed every year and the same is valid upto February, 2006. While so, the first respondent by impugned proceedings dated 28-02-2005 cancelled the contract in favour of the petitioner with immediate effect on the ground that the Urban Health Centre, Arilova has been converted into the round the clock hospital. The said order is under challenge in this writ petition contending inter alia that before passing the said order the respondents ought to have afforded an opportunity to the petitioner to exercise his option to perform the works round the clock to meet its requirements. It is also stated that the petitioner is willing to execute even the round the clock services to

cater to the needs of the first respondent Corporation. Hence, this writ petition seeking a declaration that the impugned proceedings dated 28-02-2005 issued by the first respondent is arbitrary and illegal and for a consequential direction to the respondents to continue the petitioner till the period of contract granted in its favour in February, 2006 is completed.

I have heard the learned Counsel for the petitioner and perused the material on recodrd.

It is true that under the proceedings dated 16-02-2005 the petitioner was granted contract for a period of one year from the date of commencement. However, the learned Standing Counsel appearing for the first respondent Corporation points out that in pursuance of the said proceedings, no agreement has been executed by the Corporation in favour of the petitioner so far. Be that as it may, even assuming that the agreement has been executed in favour of the petitioner and on the basis of the same, the petitioner is entitled to continue for one more year, the impugned order is nothing but termination of the said contract. Thus, the issue raised for adjudication is essentially founded on the dispute between the parties pursuant to the contract entered into between them. Such a dispute which involves enforcement of contractual obligation is not amenable to writ jurisdiction. If the petitioner is aggrieved, it is always open to the petitioner to work out common law remedy as available under law.

Accordingly, granting leave and liberty, the Writ Petition is dismissed. No costs.

_____

16th March, 2005.

gbs

To

1 The Commissioner, Municipal Corporation, Visakhapatnam,.
2 The Principal Secretary, Department of Municipal Administration, Secretariat of A.P., Hyderabad.

3. Two CCs to G.P. for Municipal Admn. & Urban Development, High Court of AP Bldgs, Hyderabad (OUT).

4. Two CD copies.